

Alaska State Legislature House of Representatives

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Sectional Analysis CSHB 282 (JUD) version Y

Section 1

“Landlord and tenant” replaces [Parties] for clearer understanding.

Section 2

Reaffirms the maximum prepaid rent except in the case of a pet. It allows landlords to request and maintain an additional amount for potential damage caused by a pet. Persons with pets would/could pay an additional amount over and above the cap of two months’ rent but not more than three months.

Section 3

Includes a definition for “normal wear and tear” and is further defined in Section 6 and Section 7

Section 4

Specifically requires the landlord to separately account for each tenant’s prepaid rent and security deposits and restricts their use for the intended tenant’s unit. “Separately accounting for” is a bookkeeping methodology and doesn’t require the creation of a separate bank account for each unit.

Section 5

Allows the landlord to have up to 30 days to return a security deposit if damage has occurred. This allows the landlord to acquire bids or work estimates prior to assessing the cost of the repair and refund.

Section 6

Allows for an additional deposit over and above the current security deposit maximums to allow for pets, requires the landlord account for the pet deposit separately, defines normal wear and tear and brings forward the American Disabilities Act definition of “service animals” as opposed to pets or “comfort animals.”

Section 7

Requires tenant and landlord sign a premises condition statement. This gives both the tenant and the landlord a mutually agreed upon basis to determine damages or “normal wear and tear” at the end of the agreement.

Section 8

Permits rental of dry cabins if both parties agree.

Section 9

Permits the landlord to restrict the number of inhabitants in a dwelling by rental agreement, applicable law or by a covenant.

Section 10

Asks the tenant to leave the premises in substantially the same condition, including in the landlord’s discretion, professionally cleaning carpets if the carpets were professionally cleaned before tenancy began

Section 11

Permits the landlord to expedite eviction of a tenant that is engaged in prostitution or other illegal activities between 1-5 days, and fixes a couple of grammatical changes such as: (“on” replaces “upon”) & (“days” instead of “days”)

Section 12

Landlords will be able to attach a tenant’s permanent dividend check for a judgment of unpaid rent or damage.

Section 13

Provides for an effective date.